



CARD TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These Terms and Conditions apply to your Mastercard® Prepaid card ("your card"). You must read them carefully. If there is anything you do not understand please contact us.
- 1.2. You can access a copy of these Terms and Conditions via your online account or using the URL which can be found within your welcome emails. Alternatively, you can request a copy by email or post (charges may apply).
- 1.3. These Terms and Conditions stay in force until the final card issued under this agreement expires and 6 years thereafter, unless otherwise advised by us.
- 1.4. By completing the registration process, you accept these Terms and Conditions.
- 1.5. Throughout these Terms and Conditions, the card programme manager (Hawk Incentives Limited) and the e-money issuer – GVS Prepaid Limited are referred to as "we", "us", "our" or "ourselves".
- 1.6. You the cardholder are referred to as "you" or "your".
- 1.7. "Your online account" refers to your account which can be accessed via either the website or the mobile app which we have notified you of.
- 1.8. Regardless of who provided you with this card, this agreement is solely between you and the issuer (see Regulation and Protection).
- 1.9. All communications between you and us shall be in English only.

2. YOUR CARD

- 2.1. Your card is an e-money prepaid card.
- 2.2. You can only spend the available balance on your card.
- 2.3. You can only spend with your card in the partner retailers communicated within your online account.
- 2.4. Your card is reloadable, and funds can be loaded to your card on your behalf by your employer, or directly by yourself via a debit card top-up (if available).

- 2.5. Your card is not a credit or debit card and is in no way connected to a bank account. No interest will be earned on any funds loaded on your card.
- 2.6. All payments on your card will be in pounds sterling (£).
- 2.7. Your card is issued to you for use by you only. We reserve the right to cancel your card if we find another person has used your card, even where use of your card occurs with your consent.

3. REGISTRATION

- 3.1. You must register online using the website or via the mobile app which we have notified you of to request your card. If you do not, your card order will not be processed.
- 3.2. You must be 16 years of age and a UK resident to be able to register and receive a card.
- 3.3. As part of the registration process, or any time thereafter and before this agreement terminates, we are obliged to undertake Identity Verification, Sanction, and card programme eligibility checks (as required under the Money Laundering Regulations).
- 3.4. We may require evidence of who you are and proof of ID and/or address, as part of the registration process or at a later stage.
- 3.5. We may check all personal information given by you with credit reference or fraud prevention agencies and other organisations. We may also perform a search of your credit file in order to verify your identity. The agencies may keep a record of your information and the searches made; however, we do not perform a credit check and the search is for identity purposes only and will be recorded as such.
- 3.6. If we are unable to verify your identity, if you appear on any of the sanction lists, or if we find that you are not eligible or no longer eligible for a card under the rules of the programme, we may revoke your registration and refuse to issue you a card or may cancel an existing card. In some cases, we may have to take further action, if required by law. We will inform you of our intent to cancel your card, if lawful to do so.
- 3.7. Unless unlawful, cancelling your card because of any of the above reasons will not affect your right to redeem any balance on your card.

4. ACTIVATION

- 4.1. You must activate your card once you receive it, before you are able to use it. All cards (new or replacement) must be activated.
- 4.2. To activate your card, you must log in to your online account and follow the instructions. You can only activate your card within your online account. If you have any problems activating your card online, please contact us.

- 4.3. If you do not activate your card within three (3) months of the date of issue, we reserve the right to suspend your card. If you wish to use your card after this, you will need to contact us to request a replacement (fees may apply; see **Fees and Charges**).
- 4.4. Once you have activated your card, you will be able to view your PIN, and will be able to use it immediately.

5. LOADING YOUR CARD

- 5.1. Your card is reloadable.
- 5.2. If your card is loaded with funds directly from salary:
- Your employer will instruct us when and how much to reload your card with.
 - We will load these funds to your card as soon as we have received the cleared funds from your employer. These funds will be available to spend by the following business day.
 - The frequency and value of any future loads are outside of our control and are between you and your employer. Any questions related to this should be directed to them.
- 5.3. You can top up your card using a debit card. This card must be in the same name and registered to the same address as the card you are topping up.
- 5.4. You can only top up with a debit card. You must not top up using a credit card or another prepaid card.
- 5.5. Top ups can be performed using the website, mobile app or SMS services (if available to you).
- 5.6. You are able to save the details of the last debit card you have used to add funds, enabling you to perform a quick top up. You can change this card at any time within your online account by adding a new card.
- 5.7. When topping up, you will be advised of the minimum and maximum amount with which you may reload your card.
- 5.8. Only primary cardholders (the person who received the first card under this card account) are able to top up the card. Partner cardholders are not able to.
- 5.9. We will only load funds once we have received cleared funds.

6. USING YOUR CARD

- 6.1. To use your card once activated, you need to retrieve your PIN to be able to use in-store. You can access your PIN at any time within your online account.
- 6.2. You can change your PIN at any time, though any ATM that provides such a service. If we are charged by the ATM provider for changing your PIN, we reserve the right to pass this charge to your card. You should be advised of any charges for changing your PIN at an ATM. We have no control over these charges.

- 6.3. Your card is contactless and can be used to pay for purchases at retailers who offer contactless payments. The first time you use your card you must enter your PIN which will activate contactless.
- 6.4. You may be asked to enter your PIN from time to time when using contactless. This is to ensure we know it is you using your card.
- 6.5. You can only use your card at the retailers listed within your online account. We reserve the right to add or remove retailers from this list at any time. A change in retailers is not regarded as a change to these terms, as such changes are outside of our control. We will communicate changes in available retailers at appropriate points, however you should always check your online account for the latest participating retailers as this is always the most up to date.
- 6.6. It is your responsibility to ensure that the balance on your card is greater than or equal to the value of the purchase you are intending to make. You can check your balance at any time within your online account, calling customer services or using SMS services (if available to you).
- 6.7. If you wish to use your card in store for a purchase which, including any applicable fees, is greater in value than the balance on your card, you must tell the retailer to charge only up to the available balance on your card and that you will pay the difference by other means (such as another card / cash). It is at the retailer's discretion to allow part payments.
- 6.8. We and the retailer will treat any transaction as genuine and made by you when:
- Your PIN was used when paying with your card in-store
 - You have swiped your card at the till, rather than using the PIN, for payment
 - You have used the contactless payment facility on your card for payment in-store
 - Your card security details, only known to you, were used when paying with your card online or over the phone.
- 6.9. We will deduct the value of your transactions immediately from the balance on your card. Transactions will immediately display as pending. Transactions may remain in pending status until the retailer has settled the payment. It is up to the retailer how long funds are kept in a pending status. During this time, you cannot use these funds.
- 6.10. Like any other payment card, we cannot guarantee a retailer will accept your card. In the event you are refused in a location you believe your card should have been accepted, please contact us.
- 6.11. Your card can only be used within the UK. You will not be charged a card usage fee for domestic transactions.
- 6.12. You may be required to provide additional authentication when making purchases online with your card or when accessing your online account. If so, you will be asked to enter a SMS one-time passcode sent to your registered mobile number. Therefore, it is critical to keep your contact information up to date to ensure you can use your card effectively.
- 6.13. You cannot stop any transactions once made. However, any transaction that is agreed by a retailer to take place on a future date (after the date you authorise the transaction) may be withdrawn. To withdraw a transaction, you need to give the retailer at least one (1) full business day notice of your intent, providing a copy of this notice to us. We may charge you the Administration Fee for this (see **Fees and Charges**).

6.14. If your available balance is not enough to cover the amount of the transaction plus any applicable fees (see **Fees and Charges**), the payment transaction will be declined; unless:

- Some retailers require you to pre-authorise a payment before the value of the final bill is known. For example, restaurants or hotels may ring-fence a balance greater than the expected final bill on your card and then settle the actual final bill later, without checking the balance available at that time again. Once the retailer has ring-fenced the expected bill balance, these funds will not be available for you to use until the final bill is settled. If the final bill is less than the expected bill, it may take up to fifteen (15) working days for the difference to be added back to your card. The retailer determines the length that any ring-fenced balance is kept after the final bill is settled. If the final bill is larger than the pre-authorised amount, this may result in your card going into negative balance.
- Certain retailer websites will also send a pre-authorisation request to check if there are sufficient funds available on your card to cover the value of your order, even when this order is not finalised yet or when you have not proceeded to checkout. Here too, the retailer may not check the available balance before settling the final payment, resulting in funds either remaining in a ring-fenced status or resulting in your card going into negative balance.

6.15. We may refuse to pay a transaction if:

- We are concerned about the security of your card or we suspect your card is being used in an unauthorised or fraudulent manner
- Insufficient funds are available on the card at the time of the transaction to cover the amount and any applicable fees
- We have reasonable grounds to believe that you are acting in breach of these terms and conditions
- We believe that a transaction is potentially suspicious or illegal or
- Because of errors, failures or refusals by merchants, payment processors or payment schemes processing transactions.

If we refuse to authorise a transaction, we will, if practical, tell you why immediately unless it would be unlawful for us to do so.

6.16. If you do not use your card to make a purchase for a period of six (6) consecutive months, we may start charging a monthly dormancy fee (see **Fees and Charges**). If applied, this fee will be charged until you use your card again, the balance on your card reaches zero (0), or until your card expires; whichever comes first.

6.17. We may deduct any applicable fees from your balance as soon as they become payable by you (see **Fees and Charges**).

6.18. As your card is a prepaid card, if it goes into negative balance, we will notify you and require you to repay the balance in the time and manner requested. We reserve the right to take all steps necessary, including legal action, to recover the outstanding funds. We may charge you an Administration Fee for each transaction completed or attempted while your card has a negative balance (see **Fees and Charges**).

6.19. We are not responsible for the quality, safety, legality, non-delivery or any other aspect of any goods or services purchased using your card. If you have any disputes about the goods or services purchased with your card, you should settle these with the retailer. You may ask us to

mediate on your behalf, but we are not required to do so. If we do and subsequently find that the goods or services were provided to you and/or the retailer has the right to not honour your request for a refund, we reserve the right to charge you the Investigation Fee (see **Fees and Charges**).

- 6.20. You may be entitled to a refund for a pre-authorised transaction when the retailer did not specify the exact amount at the time of its authorisation, or during the four (4) weeks prior, and the amount charged by a retailer is more than you could reasonably have expected. In this case, however you are only able to claim a refund within eight (8) weeks immediately after the transaction appeared on your online account. We advise you first to try to settle this with the retailer directly. If you are unable to do so, we can mediate on your behalf but will not be able to refund you until we receive a refund verification acceptable to us from the retailer.

7. CASHBACK ON YOUR CARD

- 7.1. The cashback percentage that you can earn when using your card is listed within your online account. Every time you use your card, you may earn a rebate which is calculated as a percentage of the transaction value (which may include any VAT element included in the transaction value), and that rebate will be credited back to your online account. We reserve the right to change this rebate percentage at any time and without notice. A change in rebate percentage is not regarded as a change to these terms and will take effect immediately. We will communicate changes in rebate percentages at appropriate points, however you should always check your online account for the latest rates as this is always the most up to date.
- 7.2. The money you earn back on each transaction is stored on your online account separately from your card balance. You are able to withdraw funds from this pot and transfer them to your card balance to spend at any time.
- 7.3. Rebates will take up to 30 days to be paid to your account.

8. PARTNER CARD

- 8.1. If you are the primary cardholder (the person who received the first card under this card account) then you may be eligible to request a partner card (Fees apply, see **Fees and Charges**). A partner card is an additional card linked to the online account which shares the same balance as the primary cardholder. Both the primary card and the partner card have their own PIN and online account access, however the partner card has more limited functionality.
- 8.2. A primary cardholder may only have one partner card at any time.
- 8.3. A partner card can be cancelled by the primary cardholder at any time by contacting us.
- 8.4. The partner card has limited functionality, and is not able to:
- Top up the card with funds
 - Redeem any funds remaining on the card
 - Order a partner card

- 8.5. Even though the recipient of the partner card will register with their own details, they will accept these Terms and Conditions and will have their identity verified by the standard security checks, the primary cardholder will remain responsible for both cards.
- 8.6. Partner cards are not automatically replaced on expiry in the same way that the primary cards are. Upon expiry of a partner card, the primary cardholder will need to order a replacement card for them (a charge will apply, see **Fees and Charges**). Therefore, we advise the primary cardholder to wait to order a partner card if the primary card is near to its expiry date.

9. STATEMENTS AND MANAGING YOUR ACCOUNT

- 9.1. We will not send you paper statements.
- 9.2. Your 12-month transaction history is available within your online account. If you require a paper copy of your statement or transaction history older than 12 months, please contact us. Fees and charges may apply.
- 9.3. You can view your key account information at any time using your online account, including card balance (available to spend), total rebates earned, transactions and your card information.
- 9.4. You can view and edit your personal details within your online account. It is important that your contact details are up to date to ensure that we can send you important communications including your login passcodes, and passcodes to authorise any online transactions that require it.

10. CARD USAGE RESTRICTIONS

- 10.1. Your card can only be used for card present (in-store) and card-not-present transactions (online or over the phone).
- 10.2. You will not be able to use your card at ATMs to withdraw cash, or to obtain cashback over the counter from a retailer.
- 10.3. You cannot add your card to a digital wallet (such as apple pay or android pay).
- 10.4. Your card may not be used under any circumstance for:
- Purchasing illegal goods or services
 - Illegal, criminal, or terrorist activity.
 - If you use your card for any of these purposes, we reserve the right to cancel your card, and we are required to report you to the relevant authorities.
- 10.5. There are restrictions to the usage of your card which will prevent you from purchasing goods or services that are prohibited for persons under the age of eighteen (18). Such restrictions will automatically be removed from your card as soon as you turn eighteen (18).

11. OPEN BANKING

- 11.1. You have the right to grant Account Information Service Providers (AISP) access to your online account associated to this card. An AISP is an online service, which provides consolidated information across all the banks and prepaid card accounts that you may have.
- 11.2. Sharing your account details and or security information with such AISP's, for them to access your online account in order to provide their services, will not breach the requirement under these Card Terms and Conditions to keep your card and security details safe. Sharing such details for any other reason will be a breach of this term.
- 11.3. When you add your online account to an AISP you will be required to authenticate yourself and will then be required to give consent for the AISP to access your account information. You will be required to provide that consent again every 90 days via the AISP's service.
- 11.4. In order to provide their services, AISPs must be authorised by the Financial Conduct Authority. You can check on the Financial Services Register register.fca.org.uk that a company providing Account Information Services is authorised before using it. We strongly advise you not to share your account details with an AISP that you do not trust, or for which you are not confident they will keep these details safe and that they will not misuse them.

12. EXPIRY AND CANCELLATION

- 12.1. Your card (unless it is a partner card or you are a dormant user) is automatically renewed, and therefore, you will continue to receive a new card automatically one (1) month before your current card expires unless and until you or your employer, inform us that you no longer wish to be part of the card programme. Once expired, the old card can no longer be used. Your replacement card must be activated before you are able to use it. This can be done within your online account. If your card is not automatically renewed, once expired, it can no longer be used.
- 12.2. We reserve the right to cancel your card upon the expiry date of your card if it is inactive. Your card is considered as inactive in either of the following cases:

(a) you have not used your card to make a purchase in the twelve (12) months prior to the Inactive Notice Date (defined below), or

(b) you have not loaded your card with funds within the previous twelve (12) months prior to the Inactive Notice Date (defined below).

Where we exercise our right to cancel your card under this clause, we will send you a cancellation notice on or around the Inactive Notice Date to notify you of our intent to cancel your card on the expiry date.

The cancellation will take effect automatically on the printed expiry date of your card unless you use or load your card prior to the AutoRenew Cut-Off Date. If you choose to use your card or load it with funds prior to the AutoRenew Cut-Off Date, then our notice of cancellation will be automatically rescinded (without further communication from us) and we will auto-renew your account and send you a new card. However, if you do not use your card or load your card prior to the AutoRenew Cut-Off Date, we reserve the right to terminate this agreement and

consequently, your card and account will expire on the expiry date printed on the card. Any funds remaining on your card will be subject to Expiry Administration Fees (see Fees and Charges) and can be redeemed by you for up to 6 years (see Redeeming your Card Balance).

If you load your card with funds or use your card to make a purchase between the AutoRenew Cut-Off Date and the expiry date of your card, you will need to contact us to order a new card (see Contact Us).

The term "AutoRenew Cut-Off Date" means seven (7) calendar days prior to the expiry date of your card.

The term "Inactive Notice Date" means three (3) months prior to the expiry date of your card.

- 12.3. If you leave the programme through which you received your card, or if the party who provided you with the card terminates the programme, you will be marked as a Leaver and we may:
- Charge you monthly the Leavers Fee (see Fees and Charges)
 - No longer issue you a replacement card, when your card expires or when you report your card lost or stolen
 - No longer issue you a partner card (if eligible)
 - Remove your ability to top-up your card
 - No longer issue you any rebates when using your card
 - Cancel your card.
- 12.4. You have the right to redeem any balance remaining on your card (see **Redeeming Your Card Balance**). If there are any transactions or charges still outstanding at that point, these will be taken from the balance on your card post-expiry.
- 12.5. If we choose to cancel your card for reasons other than set out in clause 12.7 or if the party who provided you with the card terminates the programme, we will notify you at least two (2) months before your card will cease to work. Your right to redeem the available balance remains unaffected (see **Redeeming Your Card Balance**).
- 12.6. Once your card has expired or been cancelled you will no longer be able to use it. If you have any funds remaining on the card you have the right to redeem the balance. If there are any transactions or charges still outstanding, these will be taken from the balance on your card post-expiry.
- 12.7. You have the right to cancel your card, free of charge, for fourteen (14) days after you receive it. This will not entitle you to a refund of any transactions and charges incurred by you before cancellation. If you cancel your card after fourteen (14) days from receipt, you will be subject to the Cancellation Fee (see **Fees and Charges**). To cancel your card, Contact Us.
- 12.8. We may at any time suspend, restrict, or cancel your card, or refuse to issue or replace a card for reasons related to the following:
- We are concerned about the security of your card
 - We reasonably suspect that your card is being used in an unauthorised, fraudulent, or grossly negligent manner
 - You break important terms of this agreement, or repeatedly break any term in this agreement; and - following notice - fail to resolve the matter in a timely manner
 - You act in a manner that is threatening or abusive to our staff, or any of our representatives

- You fail to pay fees or charges that you have incurred; or fail to put right any negative balance that you have been notified about
 - Or we need to do so to comply with law
 - In the event that we suspend, restrict, cancel or refuse to issue or replace your card, we will tell you as soon as practicable and permitted by law. If the matter resulting in such action has been resolved, we will issue you a replacement card (charges may apply; see **Fees and Charges**).
- 12.9. If you or we cancel your card, we shall immediately block the card so that it cannot be used to perform any future transactions. If there are any transactions or charges still outstanding at that point, these will be taken from the available balance on your card post-cancellation.
- 12.10. If you or we decide to cancel your card, we may also:
- Block your access to the App
 - Charge you a monthly Administration Fee (see Fees and Charges);
 - Not issue you a replacement card, when your card expires or when you report your card lost or stolen
 - Remove your ability to top-up your card
 - Recover any money you owe us.
- 12.11. If we choose to cancel your card, we will notify you ninety (90) days before your card will cease to work. Your right to redeem the available balance remains unaffected (see **Redeeming Your Card Balance**).
- 12.12. In the event that your card expires, we cancel your card or refuse to issue you a new card, this agreement will terminate immediately.
- 12.13. If there is still a balance remaining on your card twelve (12) months after this agreement has terminated, we may start charging you the monthly Administration Fee (see **Fees and Charges**). If so, this charge will be applied until you redeem the remaining balance on your card (see **Redeeming Your Card Balance**) or until the balance on your card reaches zero (0).

13. REDEEMING YOUR CARD BALANCE

- 13.1. You may redeem any available balance on your card within 6 years after this agreement has ended (see **Expiry and Cancellation**) fees may apply. After this date, you are no longer entitled to any remaining funds. If there are any transactions or charges still outstanding after you redeemed the balance on your card, we reserve the right to claim these back from you in the same way as if your card got into a negative balance.
- 13.2. The Redemption Fee (see **Fees and Charges**), shall not apply where funds are requested to be redeemed:
- Prior to any changes in these Terms and Conditions taking effect.
 - Within the first twelve (12) months after the date that this agreement ended.
 - When the party who provided your card chooses to close the programme resulting in the closure of your card.
- 13.3. We can only transfer your available card balance into a bank account that is in the same name and registered to the same address as your card; subject to the satisfactory completion of the

required money laundering, fraud and identification checks (of which you will be informed at the time).

- 13.4. The requested balance will be returned to you without undue delay, in the currency of your card and minus any charges due (see **Fees and Charges**).
- 13.5. We advise that you ensure that outstanding funds and/or all rebates due for past transactions have been credited to your card before requesting any funds to be returned to you.

14. LOST OR STOLEN CARDS, AND UNAUTHORISED OR DISPUTED TRANSACTIONS

- 14.1. If you misplace your card, you can 'freeze' it within your online account. This will put a temporarily block on it which you can reverse if you later find your card. Please remember, if you still can't find your card contact us to report it as lost or stolen so we can issue a replacement.
- 14.2. If you report your card as lost or stolen or report any transactions that are not authorised by you or which are wrongly executed, we will refund without undue delay and issue you a replacement card if required.
- 14.3. You are permitted to request one replacement card free of charge within any rolling six (6) months period. You may need to pay for any replacement card requested more frequently, see **Fees and Charges**, unless the request for a replacement card is as a result of us delivering your card to an address which is different to the one showing on your account at the point at which the card was ordered.
- 14.4. You will be liable for any transactions which occur up to the time you report to us the loss, theft or compromise of your card if you have not frozen your card, and your liability will be for up to £35 per event unless clause 14.4 applies. We will deduct your liability from the value to be refunded to your card.
- 14.5. If you notify us thirteen (13) months or later after the date of any disputed or wrongfully executed transactions appearing on your account, we may not be able to assist you. Therefore, it is important that you contact us as soon as possible.
- 14.6. Any erroneous deductions from or credits made to your card balance by us, will be corrected no later than one (1) business day after we have become aware.
- 14.7. If we find that the disputed transaction was indeed authorised by you or by someone with your consent, you will be fully liable for any loss we suffer because of the use of the card.
- 14.8. You will also be fully liable if we find that you have acted fraudulently or with gross negligence (for example by failing to keep your card and/or PIN secure or by failing to notify us without undue delay on becoming aware of the loss, theft or unauthorised use of your card).
- 14.9. You will also be liable for any refunds you may have already received.
- 14.10. We will charge you the Investigation Fee for each disputed transaction that was not upheld (see **Fees and Charges**).

- 14.11. If reversing a refund, collecting all losses we suffered and applying the Investigation Fee charges would result in a negative balance on your card, we reserve the right to recover these funds by any means necessary, including legal action, if required. We may subsequently also cancel your card, see Expiry and Cancellation of Your Card.
- 14.12. Where necessary, and pursuant to the terms of this Agreement, we reserve the right to investigate any transactions at any time, and to charge you for any reasonable costs that we incur in taking action to stop you using your card, other than in accordance with this Agreement, and to recover any monies owed as a result of such activity.

15. OUR MUTUAL OBLIGATIONS AND LIABILITY

- 15.1. You must treat your card like cash. If it is lost or stolen, you may lose some or all your money on your card, in the same way as if you lost cash in your wallet or purse. As a result, you must keep your card information safe and not let anyone else use it.
- 15.2. You must keep your PIN secret at all times and – if possible – should not write it down. If you have to write down your PIN, keep it in a safe place and separate from your card. If you find your PIN hard to remember, you can change it at most ATMs. You should not choose a PIN that can be easily guessed, such as your telephone number or date of birth.
- 15.3. You must keep your contact details (address, mobile telephone, email address) up to date to ensure you are able to receive important communications. You can manage your information via your online account.
- 15.4. You must tell us immediately if:
- You know your card is lost or stolen
 - You believe that your PIN has been obtained or changed without your consent
 - You think a transaction is unauthorised (i.e., you do not recognise the transaction, or the transaction was not made by you) or you think that a transaction has been incorrectly executed
 - You need to update the name on your card.
- 15.5. We will not be liable to you for any direct or indirect losses you suffer due to:
- Anything beyond our reasonable control
 - Any malfunction of your card, where this is not within our reasonable control
 - The use of your card in breach of these Terms and Conditions, including but not limited to your obligation to always keep your card details secure
 - Any retailer refusing or being unable to accept your card
 - Any of the goods or services purchased with your card
 - Not reporting your card lost or stolen immediately, or freezing your card
 - Not reporting any unauthorised or wrongly executed transactions immediately
 - Not keeping your personal information up to date, unless caused by us
 - Our compliance with applicable laws.
- 15.6. Unless otherwise agreed with us in advance, any liability we may have to you will be limited to the actual amount of any loss or damage you incur or suffer. For the avoidance of doubt:

- Where the card is faulty, due to matters under our reasonable control, our liability shall be limited to replacing your card and transferring the funds remaining to your new card
 - Where we have incorrectly deducted from or credited funds to your card account, our liability shall be limited to rectifying the incorrect deduction or credit only.
- 15.7. We shall not be bound to recognise the interest or claim of any person other than you in respect of the balance on your card, nor shall we be liable in any way for failing to recognise such interest or claim (except as required by law).
- 15.8. Nothing in these Terms and Conditions will limit our liability for any loss that we are expressly prevented from excluding by law.

16. FEES & CHARGES

- 16.1. We do not charge any fees for the delivery of your card, for activating your card and for the use of your card. All fees and charges are deducted, unless otherwise stated, from the balance on your card.

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| Top up | Up to £2.00 per top-up, unless otherwise advised on within your online account. |
| Partner Card | Up to £10.00 for a new or replacement partner card, unless otherwise advised within your online account. |
| Replacement Card | Up to £10 where applicable for more than one replacement request within the last 6 months. If there is not sufficient balance on the card to charge this fee, we may not be able to issue you a replacement card. This fee does not apply when the card was found faulty outside your control. |
| Dormancy | Up to £2.00 per month when there has been no transaction on the card (spend or load), charged until the card is used again, the card balance reaches zero (0) or until expiry of your card. |
| Cancellation | Up to £2.00, if not cancelled within fourteen (14) days upon receipt of your card. If there are not sufficient funds on the card to charge this fee, we will cancel your card and there will be no balance to redeem. |
| Redemption | Up to £10.00. If there are not sufficient funds on the card to charge this fee, we will cancel your card and there will be no balance to redeem. |

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|----------------|---|
| Leavers | Up to £2.00 charged monthly when you leave the card programme under which the card was issued to you and you are marked as a leaver. This fee is charged until the balance on your card reaches zero (0) or until you redeem the remaining balance |
| Administration | <p>£2 unless otherwise advised by us at the time:</p> <ul style="list-style-type: none"> • Monthly, when you leave the card programme under which the card was issued to you or when this programme ends and you have not redeemed any remaining balance. This fee is charged until the balance on your card reaches zero (0) or until you redeem the remaining balance • Monthly, when you have not redeemed the balance remaining on your card within the first twelve (12) months after this agreement ended. This fee is charged until the balance on your card reaches zero (0) or until you redeem the remaining balance • Monthly, when your card has expired and not been renewed, and has remaining balance. This fee is charged until the balance on your card reaches zero (0) or until you redeem any remaining funds • Each time you instruct a retailer or us to voluntarily revoke a previous authorised transaction, at least one (1) full business day before the transaction was due to take place • When a transaction you make results in a negative balance on your card and each time thereafter that you try to use your card |
| Investigation | Up to £20.00 for each disputed transaction that we have investigated, and which was found to be authorised by you or someone with your consent. The maximum Investigation Fee that you will be charged is £50. |

17. CHANGES TO TERMS AND CONDITIONS

- 17.1. We reserve the right to change any of the Terms and Conditions in this agreement (including changing existing charges or introducing new charges) by notifying you by e-mail, via the website and/or by any other reasonable means at least 2 months before the change is due to take effect (unless we are required by law to amend this agreement immediately or more quickly). Any e-mail to you will be treated as being received as soon as we, using the details you have most recently provided, send it.
- 17.2. Current versions of these Terms and Conditions are available within your online account. We advise you to print and or save these once you have activated your card and each time after we

have advised you that these Terms have changed. To request a copy of the current or any of our past Card Terms and Conditions by email or post, Contact Us.

- 17.3. You will be deemed to have accepted all of the notified change(s) unless you tell us otherwise before the change(s) take effect.
- 17.4. If you do not accept our change(s), we will cancel your card and terminate this agreement immediately. Your right to redeem any available card balance is not affected (see **Redeeming Your Card Balance**).

18. CONTACT US

- 18.1. You can contact us on the details provided below, which can also be found on the website or within your online account.
- 18.2. We will require you to pass our standard security checks, before we can assist you. These include, but are not limited to, verifying your 9-digit card ID), the answer to your security question (if available) and any other details that we may hold on you.

Email: support@beyondcard.co.uk

Telephone: 0344 879 1064 (+44 (0)1442 821642) you are phoning from abroad)

Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs

Our customer service agents are available from 8AM to 8PM Monday to Sunday, excluding public holidays.

By Post: Card Services, PO Box 1586, Westside, London Road, Hemel Hempstead, Hertfordshire, HP1 9SF.

19. COMPLAINTS PROCEDURE

- 19.1. If you have a complaint about your card or the services we provide, please Contact Us in the first instance so that we can try to resolve it.
- 19.2. All complaints will be dealt with as quickly and fairly as possible in accordance with our Complaints Procedure. A copy of this procedure is available on the website or you can request a copy from us by email (see **Contact Us**). Following our Complaints Procedure does not affect your legal rights.
- 19.3. In the unlikely event that we cannot resolve your complaint to your satisfaction, you may contact The Financial Ombudsman Service (FOS):

Email: complaint.info@financial-ombudsman.org.uk

Telephone: 0300 123 9 123 (or +44 20 7964 0500 if you are phoning from abroad)

Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs

By Post: The Financial Ombudsman Services, Exchange Tower, London, E14 9SR, United Kingdom

More information about the FOS can be found at <http://www.financial-ombudsman.org.uk>.

20. REGULATORS AND CUSTOMER PROTECTION

- 20.1. The balance loaded onto your card is classified as electronic money. This means that the electronic money issuer, holds the funds associated with your card.
- 20.2. GVS Prepaid Limited (whose registered office is Westside, London Road, Hemel Hempstead, Hertfordshire, HP3 9TD (company registration number: 09193070)) is authorised and regulated Financial Conduct Authority as an Electronic Money Institution (Registration Number 900230); under the E-Money Regulations 2011.
- 20.3. Hawk Incentive Limited (whose registered office is at Westside, London Road, Hemel Hempstead, Hertfordshire, HP3 9TD (company registration number: 4155659)) is the entity that has requested that a card is issued to you, on behalf of the party who provided you with this card, and is responsible for providing all the services associated with your card, including but not limited to providing customer service and managing any disputed transactions on your behalf.
- 20.4. For your protection, the money that you have on your card is backed by money kept by us in a separate safeguarded bank account. This money is held separately and is only available for the purposes of giving you back your money on your request.
- 20.5. This safeguarded money is also not available to our creditors, our bank or third parties. It means that whenever you ask us to redeem (withdraw) your e-money, that money will be available to you.
- 20.6. In the event of us becoming insolvent, the balance on your card will be paid out to you by the insolvency practitioner from our safeguarded bank account once any applicable costs of insolvency proceedings are settled. This means that the total of funds available to our customers and, therefore, to you may be decreased by the amount of insolvency costs related to the distribution of the funds.
- 20.7. E-money issuers are not covered by the Financial Services Compensation Scheme.

21. DATA PROTECTION

- 21.1. We process information about you in accordance with our Privacy Notice which is available via the website or by visiting www.ourprivacycommitments.com. The Privacy Notice will help you understand how we may collect, handle and use your personal information, and to inform you about the choices you can make about your personal information - please read them carefully. We may share your personal information (including but not limited to name, birth of date, home address, e-mail address and telephone number) with third parties such as fraud prevention

companies, payment processing companies or card merchants for use in connection with the products and services provided under these Card Terms.

22. GENERAL PROVISIONS

- 22.1. You may not assign any or all of your rights or obligations under these Terms and Conditions, but we may do so at any time on giving you 30 days' prior notice. Your rights will not be affected, and you have the right to cancel this agreement (see under **Changes to the Terms and Conditions**).
- 22.2. Each of the Terms included in this document are separate from all other Terms, so if one Term is found to be void or otherwise unenforceable it will not affect the validity of any of the others.
- 22.3. If we do not enforce any of the rights we have under this agreement, or if we delay in enforcing them, that does not prevent us from taking any action to enforce our rights in the future.
- 22.4. Upon termination of this agreement, the Terms and Conditions that can continue to apply will do so.
- 22.5. A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 22.6. The laws of England and Wales govern these Terms and Conditions. The courts of England and Wales will have exclusive jurisdiction to deal with any dispute arising in connection with these Terms and Conditions, subject to a referral to the Financial Ombudsman Service (see Complaints Procedure).

Version: BY1-0621

Last Updated: 28th June 2021

Effective from: 27th August 2021